

U.S. Department of Justice

Washington, DC 20530

Amendment to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. File this amendment form for any changes to a registration. Compliance is accomplished by filing an electronic amendment to registration statement and uploading any supporting documents at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average 1.5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Burson-Marsteller, LLC	6223

3. This amendment is filed to accomplish the following indicated purpose or purposes:

- ☐ To give a 10-day notice of change in information as required by Section 2(b) of the Act.
- ☐ To correct a deficiency in
- ☐ Initial Statement
- ☐ Supplemental Statement for the period ending _____
- ☐ Other purpose (*specify*) _____
- ☒ To give notice of change in an exhibit previously filed.

4. If this amendment requires the filing of a document or documents, please list:

New contract was signed for 2016 with Comision para la Promocion de la Alianza Publico-Privada (COALIANZA).

5. Each item checked above must be explained below in full detail together with, where appropriate, specific reference to and identity of the item in the registration statement to which it pertains. (*If space is insufficient, a full insert page must be used.*)

The period of the contract is from Mar-Dec 2016.

CONSULTING PROGRAM FOR THE OFFICE OF THE PRESIDENT, NATIONAL INVESTMENT COUNCIL (CNI, FOR THE ACRONYM IN SPANISH) AND PERMANENT COUNTRY- BRAND - MEDIA CONSULTING PROGRAM

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swear(s) or affirm(s) under penalty of perjury that he/she has (they have) read the information set forth in this registration statement and the attached exhibits and that he/she is (they are) familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her (their) knowledge and belief, except that the undersigned make(s) no representation as to the truth or accuracy of the information contained in the attached Short Form Registration Statement(s), if any, insofar as such information is not within his/her (their) personal knowledge.

(Date of signature)

(Print or type name under each signature or provide electronic signature¹)

June 13, 2016

/s/ Veronica Correa Tourn

eSigned

¹ This statement shall be signed by the individual agent, if the registrant is an individual, or by a majority of those partners, officers, directors or persons performing similar functions, if the registrant is an organization, except that the organization can, by power of attorney, authorize one or more individuals to execute this statement on its behalf.

CONSULTING AGREEMENT NAMED "CONSULTING PROGRAM FOR THE OFFICE OF THE PRESIDENT, NATIONAL INVESTMENT COUNCIL (CNI, FOR THE ACRONYM IN SPANISH) AND PERMANENT COUNTRY-BRAND - MEDIA CONSULTING PROGRAM".

The underwriters, ZONIA MARGARITA MORALES ROMERO, of age, single, an Electrical Engineer, Honduran and with this address, acting in her capacity as Commissioner with the COMMISSION FOR THE PROMOTION OF THE PUBLIC-PRIVATE ALLIANCE (COALIANZA), a decentralized agency of the Office of the President of the Republic, set up by means of Law 143-2010, with its own legal personality and property, such as stated in the Certification in item no. 5 of Minutes no. 10 of the Session of the National Congress as of March 06, 2014, where her appointment and oath as Commissioner are included, and as the President and Legal Representative of said agency, as per the Special Minutes of the session held by COMMISSION FOR THE PROMOTION OF THE PUBLIC-PRIVATE ALLIANCE (COALIANZA) as of January 26, 2016; and on the other hand, IRENE DE SOUSA, of age, holder of Passport no. [REDACTED] acting in her capacity as Regional Financial Director for Latin America, holder of a special power-of-attorney to execute this Agreement in the name and stead of the organization BURSON-MARSTELLER LLC, duly set up in the State of Delaware, United States of America, hereafter THE CONSULTING FIRM have agreed to execute, and so proceed, this Consulting Service Agreement named "CONSULTING PROGRAM FOR THE OFFICE OF THE PRESIDENT, NATIONAL INVESTMENT COUNCIL (CNI, FOR THE ACRONYM IN SPANISH) AND PERMANENT COUNTRY-BRAND - MEDIA CONSULTING PROGRAM", subject to the following terms and conditions:

FIRST - SUBJECT MATTER: The subject matter of this Agreement is for the CONSULTING FIRM to execute the Image and Country-Brand Program for Honduras, toward the achievement of the relevant goals, expanding the achievements of the public and private sectors so as to leverage the position of the Honduras country-brand through the "CONSULTING PROGRAM FOR THE OFFICE OF THE PRESIDENT, NATIONAL INVESTMENT COUNCIL (CNI, FOR THE ACRONYM IN SPANISH) AND PERMANENT COUNTRY- BRAND - MEDIA CONSULTING PROGRAM".

SECOND - SCOPE OF THE CONTRACT SERVICES: THE CONSULTING FIRM undertakes to provide the following services under this Agreement.

Permanent Consulting on Country-Brand

- Regular review of the President's agenda and activation of actions with the media for 10 trips in one year.
- Regular review of the agenda of the National Investment Council (CNI) and its members.
- Consulting services to implement the General Communication Strategy as approved by the Office of the President of Honduras starting with the actions that will take place throughout 2016.
- Presentation of recommendations in line with the opportunities identified.
- Recommendations about communication material in general.
- Recommendations about approaches to key media, social-media leaders of opinion, businesspeople and authorities.
- Development of news angles to promote Honduran attractions.
- Development and distribution of two press articles per month among key United States media.
- Consulting services to the Country-Brand Office, to cater for requests for information with quality and efficiency.
- Consulting services in following publishing calendars and coordinating approaches to key journalists so as to maximize article placement.
- Consulting services in cases of crisis, including key messages and fast responses.
- Local monitoring review.
- Permanent monitoring of international media.
- Implementation of five training courses for the effective management of interviews for selected staff members.
- One international Burson-Marsteller consultant staying throughout 2016.
- Approximately 21 trips of up to 5 days in a 10-month period of international Burson-Marsteller consultants to Honduras.

Digital Consulting

- Consulting services and strategic management for the Country-Brand social platform.
- Lectures and hands-on training based on process manuals, given to all Country-Brand platform areas.
- Lectures and hands-on training based on manuals on crisis management in social media, given to all Country-Brand platform areas.
- Creation of sustainable social Country-Brand contents.
- Daily conversation monitoring

THIRD - LIFE OF THE AGREEMENT: This agreement will be effective for ten (10) months as from March second (01), 2016 until December thirty-first (31), 2016.

Comentario [U1]: Date Mismatch.
Please check!

FOURTH - AMOUNT PAYABLE: In consideration for the Consulting services and delivery of the products herein, THE CONSULTING FIRM will receive a total amount of ONE MILLION, THIRTY-TWO THOUSAND UNITED STATES DOLLARS (US\$1,032,000.00), the legal currency of the United States of America, payable as follows:

Ten (10) monthly payments of ONE HUNDRED AND THREE THOUSAND, TWO HUNDRED DOLLARS OF THE UNITED STATES OF AMERICA (US\$103,200) against the delivery of the products as per activity schedule.

In case of any additional work, which may only be requested by THE CONTRACTING PARTY through an official written communication, THE CONSULTING FIRM will send THE CONTRACTING PARTY an invoice for 50% of the fee at the beginning of the additional work and the remaining 50% will be invoiced on the first to occur between 30 days after those works have started or before their completion.

Invoices with third-party expenses will include a breakdown by expense category and copies of suppliers' bills, which will need prior approval by THE CONTRACTING PARTY.

THE CONTRACTING PARTY will have 30 days after the date on the invoice to pay the invoice amount, except when third parties request an advance payment, which will need prior approval by THE CONTRACTING PARTY.

Should an advance payment to third parties be required, THE CONSULTING FIRM will issue an invoice for said amount in advance to THE CONTRACTING PARTY and the invoice will be paid immediately.

Payments will be made via wire transfer to these coordinates:

Bank: WELLS FARGO

Account Name: BURSON MARSTELLER

Routing Number:

Account Number:

Swift Code:

25% will be withheld from each payment as a fee.

THE CONSULTING FIRM takes on the commitment to correct, modify or amend the product delivered if, when the relevant reviews are made, it does not conform to the terms of reference, technical proposal and other instruments part of this Agreement.

It is also understood that the staff of THE CONSULTING FIRM that provides its services hereunder will not be on contract with the CONTRACTING PARTY. THE CONSULTING FIRM is the only party liable for the payment of salaries, services and compensations arising from the labor contract with said staff, including liability for professional risk, workmen compensation or similar.

The quotations for professional fees do not include reasonable third-party expenses such as travel, accommodation, out-of-pocket expenses, messaging, digital suppliers, advertising/design agencies and others, which will need to be previously approved and authorized by THE CONTRACTING PARTY before THE CONSULTING FIRM may incur in those reasonable expenses. Any reasonable third-party expense (production, material development, etc.) incurred in by THE CONSULTING FIRM on account and order of THE CONTRACTING PARTY as required to execute the contract project will be afforded by THE CONTRACTING PARTY. THE CONTRACTING PARTY may opt to pay these expenses directly.

This Agreement does not include expenses associated with advertising, which may be quoted in a separate proposal. Should THE CONTRACTING PARTY decide to assign to THE CONSULTING FIRM the specific activity of purchasing advertising space in the media: television, radio, magazines, newspapers and the Internet, a fee for said activity

will be negotiated separately.

FIFTH.- RELIABILITY AND ETHICS. THE CONSULTING FIRM takes on the commitment that its staff will carry out its assignments with the highest standards of professional efficiency, ethics and integrity, and especially reliability, due to the nature of the assignment, which involves rights reserved to THE CONTRACTING PARTY, as well as confidentiality commitments and third-party copyrights acquired by THE CONTRACTING PARTY.

For all the above, THE CONSULTING FIRM also takes on the commitment to take any action required so that its directors, employees or subcontractors do not disclose directly or indirectly to any individual, during the life of this Agreement or after its expiration, information that it would be privy to during contract performance which is not in the public domain, except for that which has the explicit written authorization of THE CONTRACTING PARTY.

SIXTH.- CONFLICT RESOLUTION. Any dispute or conflict between the parties, directly or indirectly associated with this agreement, either in relation to its nature, interpretation, performance, compliance or termination will be settled by institutional arbitration according to the Rules of Centro de Conciliación y Arbitraje de la Cámara de Comercio e Industria de Tegucigalpa (i.e.: arbitration center of Tegucigalpa's trade chamber).

SEVENTH.- EXTENDED LIFE OF THE AGREEMENT. The life of this Agreement may be extended for the following causes:

- a) For reasons of Force Majeure or Act of God, duly proven, understanding as such any event happening for an unforeseen reason, out of human control, not attributable to fault or negligence of THE CONSULTING FIRM.
- b) For reasons of time and cost required, were it the case, to execute extra or additional assignments not considered in this agreement and ordered by THE CONTRACTING PARTY, in which case the additional time and cost will be determined by mutual agreement between the parties. Minutes including the extension will need to be signed, and such extension will become enforceable with the subsequent amendment of the agreement.

Extension of term for Force Majeure or Act of God for the execution of assignments herein will not be subject to an additional compensation.

EIGHTH - PENALTIES: For every day of delay in the time to provide Consulting Services, a penalty will be applied for 0.18% of the total contract amount for each day of delay, until completion, all of which will be discounted from payment.

Should the delay not be attributable to THE CONSULTING FIRM, THE CONSULTING FIRM will provide justification for the delay, which fact will be checked by THE CONTRACTING PARTY.

NINTH - WORK REPORTING AND SCHEDULE: THE CONSULTING FIRM will submit the following items:

- a) Work Schedule.- The work schedule will be submitted two (2) business days after this agreement is executed.
- b) Final Report and Recommendations.- THE CONSULTING FIRM will submit to THE CONTRACTING PARTY an original document and one (1) copy of the Final Report and Recommendations thirty (30) calendar days after having started work, such as stated in Second above. Were it the case that the delivery date is a non-business day for THE CONTRACTING PARTY, THE CONSULTING FIRM will deliver the Final Report on the next business day after contract expiration.

TENTH - TERMINATION: This agreement may be terminated by any of the parties hereto at any time, by forty-five (45)-day notice to the other party of the cause for termination, also by mutual agreement and for breach of any of the parties of the obligations herein, or for reasons of Force Majeure or Act of God, such as defined in Seventh above.

This agreement may also be terminated when penalty amounts applied along the consulting effort reach ten per cent (10%) of the total contract amount. Termination will be immediate and not subject to any compensation.

ELEVENTH - APPLICABLE LAW: The laws in force in the Republic of Honduras will apply to any matter not considered in this Agreement.

TWELFTH - CONTRACT DOCUMENTS: The following documents are part of this Agreement and together with it a single legal document, and therefore the parties are bound by their relevant contents.

- a) This Agreement, and its amendments,

- b) Terms of Reference
- c) The Start Order, if provided as a separate document or as part of the terms and conditions of the Agreement.
- d) The Economic Proposal submitted by THE CONSULTING FIRM in the bidding process, as approved by THE CONTRACTING PARTY.
- e) The activity Schedule; and
- f) Any clarification issued either via e-mail or written notice delivered by a messenger, issued throughout the bidding process.

THIRTEENTH - INTELLECTUAL PROPERTY RIGHT AND COPYRIGHT:

- a) THE CONSULTING FIRM assigns on to THE CONTRACTING PARTY the intellectual property, the tangible property and the copyright on the product, outcome or products or the consulting completed, and delivered according to the terms and conditions of this Agreement.
- b) Once the terms of the Agreement have expired, THE CONSULTING FIRM may not demand any right or claim over those products, outcome or product obtained by THE CONTRACTING PARTY under the terms of the Agreement, no matter what the means are by which they have been delivered, either as printed or electronic reports, data or information.
- c) THE CONSULTING FIRM may not demand any right or claim on the actions or items stemming from the use THE CONTRACTING PARTY makes of the product, outcome or products of the consulting assignment.
- d) THE CONSULTING FIRM undertakes to keep all original copies and files of the product, outcomes or products for a minimum period of ten (10) years, so that should THE CONTRACTING PARTY require new copies of the product, THE CONSULTING FIRM undertakes to deliver them to THE CONTRACTING PARTY, and THE CONSULTING FIRM will only be paid any cost associated with the preparation of new copies as requested.
- e) Any original copy and file THE CONSULTING FIRM may keep in its custody will be subject to the provisions in this clause.
- f) This clause will exclude those materials whose intellectual property rights belong to a

third party, such as photographic negatives, unused visual designs, color separators, printing plates, printed material, etc., in which case these rights are owned by the third party.

FOURTEENTH - FORCE MAJEURE: THE CONSULTING FIRM will not be liable for any loss, damage, injury or delay for causes out of its control (notwithstanding the general character of the expression) such as acts of princes and rulers, strikes, lockouts, fire, lightning, explosions of aircraft, floods, rebellion, riot, acts of war, terrorism, misdemeanors or theft, except when the services provided are interrupted significantly by the above causes. The fee to be paid for the period of non-performance will be reduced to a reasonable amount at the discretion of THE CONSULTING FIRM.

FIFTEENTH - PENALTY FOR HIRING EMPLOYEES: THE CONSULTING FIRM undertakes not to solicit or hire employees of THE CONTRACTING PARTY directly or indirectly associated with this Agreement or the Letter of Commitment with THE CONSULTING FIRM, and the CONTRACTING PARTY undertakes not to solicit or hire employees of THE CONSULTING FIRM directly or indirectly associated with this Agreement or the Letter of Commitment with THE CONTRACTING PARTY, which undertaking will be in force as from the execution of this Agreement and up to one year after its termination. Should THE CONSULTING FIRM or THE CONTRACTING PARTE incur in breach by failing to obtain written consent from the other party, said party will be liable to the other party for the payment of 50% of the annual compensation of the employee seduced by a better salary offering.

SIXTEENTH - LIMITATION OF LIABILITIES: No party will be liable for direct or indirect damages or damages for breach of contract for reasons of Force Majeure.

SEVENTEENTH - INTEGRITY: The Parties hereto, as per the Transparency and Access-to-Public Information Act (LTAIP, for the acronym in Spanish), s. 7, and convinced that by avoiding corruption practices we may support the consolidation of a culture of transparency, equity and accountability in the State's contracting and purchasing processes so as to strengthen the foundations of the Rule of Law, freely and voluntarily undertake to do as follows:

1. Keep the highest standards of ethical and moral behavior and respect for the laws of the Republic, as well as the following values: INTEGRITY, CONTRACT LOYALTY, EQUITY, TOLERANCE, IMPARTIALITY AND SECRECY WITH CONFIDENTIAL INFORMATION IN OUR POSSESSION, REFRAINING FROM MAKING PUBLIC

STATEMENTS ON THAT REGARD

2. Through the strict abidance by and application of fundamental rights that rule public contracting and purchasing processes dealt with in the State Contracting Act, such as: transparency, equality and free competition.
3. During the life of this Agreement no individual acting duly authorized in our name and stead and no employee or worker, partner or associate, authorized or not, will engage in:
 - a. Corruption Practices, understanding these to be those where anything of value is offered, received, solicited directly or indirectly, so as to influence the actions of the other party.
 - b. Collusive Practices, understanding these to be those that denote, suggest or show a malicious agreement between two or more parties or between one of the parties and one or several third parties, engaged into with the intent of attaining an unsuitable purpose, including inappropriate influencing the actions of the other party.
4. Check and verify all information to be submitted through third parties to the other party hereunder. We also wish to state that during the contracting or purchasing process hereunder, the information exchanged was duly checked and verified. Therefore, both parties do take on and will take on liability for the supply of inconsistent or inaccurate information or information that does not match the reality for the purposes of this Agreement.
5. Keep due secrecy on any accessible information hereunder, and refrain from providing or disclosing it to third parties and, in turn refrain from using it for other purposes.
6. Accept the relevant consequences of breaching any of the commitments in this clause determined by the competent court, notwithstanding civil or criminal liability therefor.
7. Timely report to the relevant authorities any irregular doing of or action taken by our employees or workers, partners or associates of which there are reasonable indications and which may represent civil and/or criminal liability. All the above includes the subcontractors of THE CONTRACTING PARTY or THE CONSULTING FIRM as well as subcontractor partners, associates, executives or workers.

Non-compliance with any of the provisions in this clause will cause:

a. by THE CONTRACTOR or THE CONSULTING FIRM:

- i. The infringing party will be prohibited from executing agreements with the State, notwithstanding any liabilities that may arise,
- ii. The worker, executive, representative, partner, associate or attorney in breach of this Clause will be applied the sanctions or disciplinary actions in the labor regulations and, were it the case, the relevant legal action will be filed.

b. by THE CONTRACTING PARTY:

- i. [THE CONTRACTOR OR THE CONSULTING FIRM and subcontractors liable, or which, having had the possibility of doing it, failed to report the irregularity] will be permanently banned from the Suppliers and Contractors Registry so as not to be eligible in future bidding processes.
- ii. The infringing employee or officer will be applied the relevant penalties as per the Ethics Code of the Public Servant, notwithstanding the right to demand the administrative, civil and/or criminal liability that may apply.

In testimony thereof, the Parties hereto state their acceptance of the commitments undertaken in this document in the understanding that this Statement is an integral part of the Agreement.

EIGHTEENTH: THE CONSULTING FIRM states as follows: The statements of the CONTRACTING PARTY are true, as they have been so agreed, and, consequently, it agrees to any and all of the parts of the contents of this document, and takes on the relevant obligations hereunder.

In witness thereof, we sign this CONSULTING AGREEMENT NAMED "CONSULTING PROGRAM FOR THE OFFICE OF THE PRESIDENT, NATIONAL INVESTMENT COUNCIL (CNI, FOR THE ACRONYM IN SPANISH) AND PERMANENT COUNTRY-BRAND - MEDIA CONSULTING PROGRAM", in the city of Tegucigalpa, Municipality of the Central District, on this March the first (01), 2016.

[Signed] ZONIA MORALES - IRENE DE SOUSA

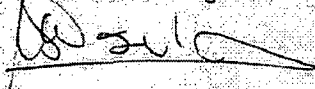
Translator's Certification

I hereby certify the foregoing is a TRUE AND ACCURATE TRANSLATION into English of the original document in Spanish, which I have had before me. Buenos Aires, May 31st,

2016.

Por el presente certifico que lo que antecede es TRADUCCIÓN FIEL y CORRECTA al idioma Inglés del documento original redactado en idioma español, que he tenido a la vista y al cual me remito. Buenos Aires, 31 de mayo de 2016.

Natalia Risuleo
Traductora Pública de inglés



NATALIA RISULEO
TRADUCTORA PUBLICA
INGLES
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